

**Composite Specialties Pty Ltd (“Composite  
Specialties”) ABN: 41 30 722 593  
Cellboard Decking Material Warranty**

Composite Specialties Pty Ltd (“Composite Specialties”) warranty is valid from date of purchase. The warranty is not transferable and applies only to the original purchaser of the Cellboard Decking products (**Product**), subject to compliance with the conditions and limitations of this Warranty below:

1. For a period of 7 years from date of purchase, Composite Specialties warrants that the Products are resistant to cracking, splitting, swelling or rotting, flaking, splinters or peeling, water and moisture and to termites.
2. For a period of 12 months from the date of purchase, Composite Specialties warrants that the Product accessories supplied by Composite Specialties will be free from defects due to workmanship and or manufacture.
3. Composite Specialties warrants that the Products sold will be reasonably fit for their intended purpose of serving as a sustainable timber alternative product designed for both indoor and outdoor use when maintained strictly in accordance with our guidelines (including Cellboard Decking Product Care and Maintenance Guidelines). However, changes to aesthetic appearance, including colour, may occur based on prolonged exposure to UV light.

### **AUSTRALIAN CONSUMER LAW NOTICE**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### **CONDITIONS OF WARRANTY AND MAKING A CLAIM UNDER THIS WARRANTY**

Composite Specialties will not be liable for breach of this warranty unless the claimant provides proof of purchase and full payment of the Products invoice and claim is made in writing giving full details of the complaint to Composite Specialties including your name, address and telephone number, the date of installation, the name of the person or company that installed it, description of how the Product is defective and when you found out that it was defective. The claim should include any photographs taken of the defects. After Composite Specialties receives your written claim, Composite Specialties will contact the claimant to discuss the claim.

Composite Specialties will not be liable for breach of this warranty unless the claim is made within 7 days of the claimant becoming aware of a suspected or likely defect in the Product.

The claimant is responsible for the costs of claiming under this warranty including:

1. the costs of writing and posting the warranty claim letter;
2. any other communication made by the customer to Composite Specialties including the costs of phone calls;

3. the labour and freight costs associated with removing the Product and replacing it;
4. a restocking and handling charge of 15% of the invoice value except where:
  - a. the wrong goods were delivered by Composite Specialties, in which case there will be no restocking or handling charge; and
  - b. the Products are in an undamaged or unsoiled condition and in the original packaging, provided also that the prior written consent of Composite Specialties is obtained.

Upon receipt of a claim, Composite Specialties reserves the right to check and inspect the Product. This may involve removal of a sample of the Product for inspection and/or testing. Composite Specialties will inform claimant by writing within 60 days after inspection, whether the Product is defective under the terms of this warranty.

The claim must be made prior to installation subject to the terms of this warranty as set out below. After installation of the Product, Composite Specialties is not liable for claims arising from handling of the Product, Product specification, colour, finishing, or aesthetic surface variations if such variations were, or would upon reasonable inspection have been, apparent prior to installation.

If Composite Specialties determines that the Product is not defective under the terms of this warranty, the claimant shall promptly reimburse Composite Specialties for the costs of investigation and repair, if any, incurred by Composite Specialties.

If Composite Specialties determines that the Product is defective under the terms of this warranty, subject to your rights under the Australian Consumer Law with respect to major failures, Composite Specialties will, at its election:

1. repair or replace the Product or part of it with the same or equivalent Product; or
2. pay for the cost of the replacement; or
3. refund the amount paid for the affected Product.

This warranty is not transferable and does not cover any other product used or installed in connection with the Product.

## LIMITATIONS

1. The Product is subject to natural variation in finish as part of the manufacturing process. The purchaser or their installer/builder is responsible for inspecting, prior to installation, the colour, finish and size of the Product, identifying whether the Product has any other defect or manufacturing fault, and for ensuring the Product meets surface appearance, aesthetic and product specification requirements. Subject to the terms of this warranty, Composite Specialties is not liable for claims made after the installation of the Product that relate to surface appearance and product specification, including but not limited to scrapes and/or dents, deformation and/or warping. This extended warranty does not apply to any Products supplied if changes to aesthetic appearance (including colour) occur when installed indoors and fully or partly exposed to sunlight or other elements or fully installed outdoors. Prior to installation, any Product that has a defect or manufacturing fault must be replaced.
2. The Product must be handled and installed in conjunction with the components or products specified and maintained strictly in accordance with the relevant Composite Specialties Material Handling hand book, Composite Specialties Installation Manual and in accordance with the Composite Specialties Care & Maintenance instructions and good trade practice current at the time of installation. The Product must be installed in conjunction with the

components or products specified in the guidelines. To obtain copies of the guidelines go to [www.compositespec.com](http://www.compositespec.com) or contact Composite Specialties on 1300 654 759.

3. Composite Specialties will not be responsible for damage to the Product if the project designed and constructed is not in strict compliance with all relevant provisions of the current Building Code of Australia regulations and standards.
4. Composite Specialties will not be liable for defects caused by any third party's action, negligence, handling or storage of the Products. Composite Specialties is also not liable for any loss, damage or expenses suffered by any third party however such losses or expenses are caused.
5. Except as specified in this document and the Australian Consumer Law and to the fullest extent permitted by law:
  - a. Composite Specialties will not be liable for any claim relating to damage or defects arising from transportation unless the claim is made within 7 days after receipt of the Product;
  - b. Composite Specialties will not be liable for any claims made after the installation of the Product that relate to surface appearance and product specification or from defects in materials or workmanship;
  - c. Composite Specialties will not be liable for any claims if the Product is not used, assembled and/or installed and maintained in accordance with the relevant Composite Specialties guidelines;
  - d. Composite Specialties will not be liable for any claims relating to damage or defects arising from the Product being stored, installed or otherwise used in temperatures outside the range appropriate for the Product (-20 to 90°C);
  - f. Composite Specialties will not be liable for any loss or damage (whether direct, indirect, consequential contingent or special) including personal injury, property damage, loss of profits, revenue, savings, labour, material or other costs, claims, damages or expenses, however caused, including from breach of this warranty; and
  - g. Composite Specialties will not be liable for any claims, damages or defects arising from or in any way attributable to poor workmanship, poor design or detailing, settlement, or structure movement and/or movement of materials to which the Product is attached.
6. In the circumstances where the Australian Consumer Law does not apply in respect of the purchase of the Product, if Composite Specialties meets a claim under this warranty, there may be slight colour differences between the original and replacement Product due to the effects of weathering and variations in materials over time and Composite Specialties is not liable for any such colour differences.

## **NO OTHER WARRANTIES:**

This warranty does not cover:

1. Discoloration or other damage to the Product caused by air pollution, exposure to harmful chemicals, or normal weathering from the elements, normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any coloured surface to gradually fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the product, the cleanliness of the air in the area, and many other influences over which Composite Specialties has no control;
2. Damage by storm, tempest, acts of God (including but not limited to earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions), growth of mould, mildew, fungi, bacteria, or any other organism on the surface of the Product, or any other cause beyond the reasonable control of Composite Specialties;
3. Growth of mould, mildew, fungi, bacteria or any organism on any product surface of the Product (whether on exposed or unexposed surfaces);

4. Variations in embossing patterns;
5. Variations in colour in different production runs or batches;
6. Small bubbles/ blemishes on the surface of the Product; and
7. Labour or Freight including costs associated with removing the defective Composite Specialties or replacing it.

Composite Specialties reserves the right, without notice, to discontinue or modify any of its Products, including the colour, and Composite Specialties shall not be liable in the event the replacement Product may vary in colour or gloss in comparison to the original Product. If Composite Specialties replaces any Product under this warranty, it may substitute Products designated by Composite Specialties to be of comparable quality or value in the event that the Product initially installed has been discontinued or modified.

Except as specifically set out in this warranty, any term, representation, condition or warranty in respect of the quality, condition or description of the Product whether implied by statute, common law, trade usage, custom or otherwise is hereby expressly excluded. To extent that legislation imposes warranties or impose obligations upon Composite Specialties which cannot be excluded, restricted or modified, this warranty must be read subject to those statutory provisions to the extent that they apply.

## **DISCLAIMER**

Recommendations in Composite Specialties' literature are based on good building practice and are not an exhaustive statement of all relevant information. Further, as the successful performance of the relevant system depends on numerous factors outside the control of Composite Specialties (for example, but not limited to, quality of workmanship and design), Composite Specialties shall not be liable for the recommendations in that literature and the performance of the relevant system, including its suitability for any purpose or ability to satisfy the relevant provisions of the Building Code of Australia, and any relevant regulations and standards.

This warranty is issued by:

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